

State of Arizona

Department of Education Invitation For Bid Cover Page

Solicitation Number: E	D06-0	0037
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Solicitation Due Date / Time: January 30, 2006 at 3:00 P.M. Mountain Standard Time

Submittal Location: Arizona Department of Education

Contracts Management Unit/3rd Floor

Attn: Andrew Wilson

1535 West Jefferson Street, Bin #37

Phoenix, Arizona 85007

Description of Procurement: Printing of State Report Cards

In accordance with A.R.S. § 41-2533, competitive sealed bids for the materials or services specified will be received by the Arizona Department of Education's Contracts Management Unit at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name and bid price of each Offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Education's Contracts Management Unit on or prior to the time and date, and at the submittal location indicated above. *Late offers will not be considered.*

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Andrew Wilson	
Procurement Officer	
602-364-2517	01/09/2006
Telephone Number	Date

OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit 1535 West Jefferson Street, Bin #37 Phoenix, Arizona 85007

SOLICITATION NO. ED06-0037

OFFER

The Undersigned hereby conditions, specifications				vice(s) or	r construction in compliance with all the terms
Company Name			_	Name of	Person Authorized to Sign Offer
Street Address			_	Title of A	Authorized Person
City	State	Zip Cod	_ le	Signatur	re of Authorized Person
Telephone Number:				Facsimil	e Number:
Offeror's Arizona Transa	action (Sales) Pr	ivilege Tax	License Number:		
Offeror's Federal Employ	yer Identificatio	n Number:			
Acknowledgement of An (Offeror acknowledges rement(s) to the Solicitation related documents number	eceipt of amend n for Offers and		Amendment No.	Date	Amendment No. Date
	ACCEPTA		OFFER AND For State of Arizona Use		RACT AWARD
			CFDA No. <u>84.01</u>	<u>0A</u>	
Your Offer, dated,to perform based upon th					d in the Notice of Award. You are now bound
This Contract shall hence	eforth be referre	d to as Cont	ract Number ED06	5-0037	
					y material, service or construction under this t, or written notice to proceed, if applicable.
			State of Arizo	na	
	Award	ed this	day of		2006.
			as C. Peeples, CPF		1

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ARIZONA DEPARTMENT OF EDUCATION
Contract Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

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SECTION 1 SPECIFICATIONS

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit 1535 West Jefferson Street, Bin #37 Phoenix, Arizona 85007

SOLICITATION NO. ED06-0037

Printing, Binding and Delivery Specifications of 2004-2005 State Report Cards.

Estimated Quantity: Option One: <u>842,805</u>

Option Two: 1,054,000

Number of Pages: 20 pages of text plus a 4-page cover

Trim Size: 8 1/4" x 5-3/8"

Binding on the 8 1/4"

Paper Stock:

Cover- 70# Gloss Book Text- 50 # white offset

Ink:

Cover- 4 color process on outside and black ink on inside (no bleeds on cover)

Text- Black ink all pages (no bleeds on any pages)

Bindery: Saddle Stitch & Trim to 8-1/4" x 5-3/8"; binding on the 8-1/4" side

Packaging: Carton Pack (delivered on 36" x 48" pallet size)

Line Screen:

Cover-Text- 150 Line Screens 85 Line Screens

Art- Disk provided by customer

Packaging / boxing of Report Cards

- A. Report cards shall be boxed in even numbers. Boxes shall not exceed **40 pounds**.
- B. **Pallets shall not exceed 36" X 48"** otherwise they will not fit on the freight elevator to the warehouse.

Delivery. There will be three (3) separate deliveries of equal quanity each at one (1) week intervals. The first delivery is due to ADE within 14 days after award of contract. The 2nd delivery will be made 21 days after award of contract and the 3rd delivery 28 days after award of contract. ADE reserves the right to modify the schedule and quantities of deliveries and will coordinate any changes with the Contractor.

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit 1535 West Jefferson Street, Bin #37 Phoenix, Arizona 85007

SOLICITATION NO. ED06-0037

- 1. **Definition of Terms Used in These Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:
 - A. "ADE" means the Arizona Department of Education.
 - B. "Department" means the Arizona Department of Education.
 - C. "Information Technology" means all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, firmware, vendor support and related services, and equipment (including without limitation, computers, data processors, microprocessors, calculators, programmable systems and other electronic devices).

2. Indemnification

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

3. Insurance Requirements:

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

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- **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**: Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.
 - 1. Commercial General Liability Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

•	General Aggregate	\$2,000,000
•	Products – Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Fire Legal Liability	\$ 50,000
•	Blanket Contractual Liability – Written and Oral	\$1,000,000
•	Each Occurrence	\$1,000,000

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."
- 3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- **B.** Additional Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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- C. Notice Of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name and Address) and shall be sent by certified mail, return receipt requested.
- **D.** Acceptability Of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less that A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- **E. Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the person identified in paragraph 15 of this section. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- **F. Approval:** Any modification or variation from the insurance requirements in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- **G.** Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply

4. Inclusive Offeror:

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

Non-exclusive Status: ADE reserves the right to have the same or similar services provided by other than the Contractor.

6. Contractor's Warranty:

- A. All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.
- B. The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective.

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7. **Shipping Terms:** Bid price(s) and terms shall be F.O.B. Destination at:

Arizona Department of Education 1535 West Jefferson Street Phoenix, Arizona 85009

8. Delivery and Installation:

- A. There will be three (3) separate deliveries of equal quanity each at one (1) week intervals. The first delivery is due to ADE within 14 days after award of contract. The 2nd delivery will be made 21 days after award of contract and the 3rd delivery 28 days after award of contract. ADE reserves the right to modify the schedule and quantities of deliveries and will coordinate any changes with the Contractor.
- B. Deliveries shall be delivered between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, except on State recognized holidays. *Invoices are to be sent to a separate address, see Paragraph 12 below.* Pallet size **NOT TO EXCEED 36" x 48".**

9. Acceptance:

Each item delivered will be subject to a complete inspection by <u>Dale Bulgrin</u> prior to acceptance. Inspection criteria shall include, but not limited to, conformity to the Specifications, mechanical integrity, quality, workmanship and materials.

10. Offshore Performance of Work Prohibited:

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the offer.

11. Federal Immigration and Nationality Act:

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

ARIZONA DEPARTMENT OF EDUCATION

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12. Payments:

- A. The Contractor shall submit invoices in one (1) original and one (1) copy. Invoices shall include:
 - (1) Name and address of the Contractor.
 - (2) Invoice date.
 - (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - (4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms).
 - (6) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the Contract or in a proper notice of assignment).
 - (7) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
 - (8) Any other information or documentation required by the Contract (such as evidence of shipment).
- B. In the case of a Labor Hour Contract, the Contractor's invoices shall identify the individual's personal name, number of hours worked by date, hourly rate, and a brief statement detailing the work performed. Travel and/or per diem must be itemized and supported with receipts. Unauthorized deviations may result in disapproval of the invoice(s), or reduction in payment until the required support documentation is provided.
- C. Submittal of an invoice constitutes Contractor's certification that services have been delivered as specified on the invoice in accordance with the Contract.
- D. Submit invoices to the following address:

Arizona Department of Education Accounting, Bin #1 1535 West Jefferson Street Phoenix, Arizona 85007

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit 1535 West Jefferson Street, Bin #37 Phoenix, Arizona 85007

SOLICITATION NO. ED06-0037

	(Company	Name)
	(Street Ad	dress)
	(City & State)	(Zip Code)
ontractor represent	ative to contact for contract administ	tration purposes:
	(Name and	l Title)
	(Street Ad	dress)
	(City & State)	(Zip Code)
	(Telephone & Facsi	imile Numbers)

15. The ADE representative to contact for technical or programmatic matters concerning contract performance (NOTE: this person is <u>not</u> authorized to direct contractor performance or make changes in contract requirements.)

Dale Bulgrin, Duplication Services Manager 1535 W. Jefferson St. Bin #49 Phoenix, Arizona 85007 602-542-0234 dbulgrin@ade.az.gov

16. All contract administration matters will be managed by the Procurement Officer named below. All correspondence concerning this contract shall be directed to this individual.

Andrew Wilson Contracts Management Unit, Bin #37 1535 West Jefferson Street Phoenix, Arizona 85007 Phone: (602) 542-4232 FAX: (602) 364-0598

E-Mail: andrew.wilson@azed.gov

SECTION 3 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit 1535 West Jefferson Street, Bin #37 Phoenix, Arizona 85007

SOLICITATION NO. ED06-0037

Version 7

- **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - A. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. "Contractor" means any person who has a Contract with the State.
 - E. "Days" means calendar days unless otherwise specified
 - F. "Exhibit" means any item labelled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - H. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - I. "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
 - J. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - K. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - L. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
 - M. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

2. Uniform Terms and Conditions Version 7.0:

Version 7.0 of the State of Arizona's Uniform Terms and Conditions is hereby incorporated by reference. These documents may be accessed through Enterprise Procurement Services website by accessing the internet at (http://www.azeps.az.gov/PoliciesDocuments/) or by calling either, Enterprise Procurement Services at 602-542-

or the Arizona Department of Education at 602-364-2517. It is the Offeror's responsibility to obtain the current revision of the documents

SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit 1535 West Jefferson Street, Bin #37 Phoenix, Arizona 85007

SOLICITATION NO. ED06-0037

- **1. Definition of Terms Used in These Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 1, Paragraph 1, have the following meaning:
 - A. "ADE" means the Arizona Department of Education.
 - B. "Department" means the Arizona Department of Education.
- **2. Required Information.** The following shall be submitted concurrent with and as part of the Offer.
 - A. Offer and Award Form;
 - B. Attachment 6.1, Prices;
 - C. Attachment 6.2, Offeror's References
 - D. Attachment 6.3, Sole Proprietor Waiver
 - E. Attachment 6.4, State of Arizona Substitute W-9 & Vendor Authorization Form
 - F. Solicitation Amendments (if any);

3. Authorized Signature.

- A. For any document that requires the Offeror's signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by ADE, disclosure of ownership information shall be submitted.
 - (1) Privately Owned: The Owner must sign the contract.
 - (2) Partnership: A Partner must sign the contract.
 - (3) Corporation: A Corporate Officer must sign the contract.
- B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee's authority must accompany the contract. All addenda to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.
- **4. Offer Evaluation.** In accordance with Arizona Procurement Code, §41,2533, Competitive Sealed Bids, award of a contract shall be made to the lowest responsive and responsible offeror whose offer conforms in all material respects of the requirements and criteria set forth in this Solicitation.

SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION

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SOLICITATION NO. ED06-0037

- 5. Federal Immigration and Nationality Act: By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.
- **6. Certificate of Insurance Form.** ADE recommends that the Offeror consider using the sample Certificate of Insurance included in this Solicitation as Exhibit 7.1. If the Offeror wishes, it may submit a substantially similar Certificate of Insurance. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to ADE for review and approval.

SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit 1535 West Jefferson Street, Bin #37 Phoenix, Arizona 85007

SOLICITATION NO. ED06-0037

Version 7

- 1. **Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
 - A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
 - B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
 - C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. "Days" means calendar days unless otherwise specified.
 - E. "Exhibit" means any item labelled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - F. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - G. "Offer" means bid, proposal or quotation.
 - H. "Offeror" means a vendor who responds to a Solicitation.
 - I. "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
 - J. "Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
 - K. "Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
 - L. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - M. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.

2. Uniform Instructions to Offerors Version 7.1:

Version 7.1 of the State of Arizona's Uniform Instructions to Offerors is hereby incorporated by reference. These documents may be accessed through Enterprise Procurement Services website by accessing the internet at (http://www.azeps.az.gov/PoliciesDocuments/) or by calling either, Enterprise Procurement Services at 602-542-or the Arizona Department of Education at 602-364-2517. It is the Offeror's responsibility to obtain the current revision of the documents.

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ATTACHMENT 6.1 PRICES/DELIVERY SCHEDULE

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit 1535 West Jefferson Street, Bin #37 Phoenix, Arizona 85007

SOLICITATION NO. ED06-0037

The following prices are for printing and delivery of State Report Cards in accordance to specifications as detailed on Page 3 of this Invitation for Bid. Total quantity of books is 842,805 / 1,054,000 (2 Options). The following prices are listed for each Option as per specifications.

Both Options must be completed for your response to be considered complete.

842,805 Printing State Report Cards in accordance with listed specifications (<i>page 3</i>) Subtota	al \$
%* Arizona Sales Tax, State and City*	\$
Delivery Charges	\$
Total Offer	\$
Printing Option TWO:	
1,054,000 Printing State Report Cards in accordance with listed specifications (page 3) Subtota	nl \$
%* Arizona Sales Tax, State and City*	\$
Delivery Charges	\$
Total Offer	\$
If payment is made within calendar days after acceptance of goods and/or excluding sales tax, shall be discounted by%. (Refer to Uniform Instructions To Offer	

price(s) offered includes all applicable taxes.

ATTACHMENT 6.2

OFFERORS SHALL PROVIDE A MINIMUM OF <u>THREE</u> (3) REFERENCES.

Comp	oany/Organization	_
A.	Address	-
В.	Point of Contact/Phone #	-
C.	Description of Services and When Provided	-
Comp	pany/Organization	_
A.	Address	-
В.	Point of Contact/Phone #	-
C.	Description of Services and When Provided	-
Comp	oany/Organization	_
A.	Address	_
В.	Point of Contact/Phone #	-

ATTACHMENT 6.3



ARIZONA DEPARTMENT OF ADMINISTRATION RISK MANAGEMENT SECTION

1818 WEST ADAMS PHOENIX, ARIZONA 85007 FAX 542-1982

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES <u>ONLY</u> TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits. I am a sole proprietor and I am doing business as ____ of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, , for Workers' Compensation purposes, and therefore, I am not entitled to Workers' Compensation benefits from the State of Arizona, I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them. Name of Sole Proprietor: Social Security Number: _______Telephone #:_____ Street Address/P.O. Box: State: Zip Code: City: Signature of Sole Proprietor: Agency: Arizona Department of Education Agency #: 455 Signature of Agency Contract Administrator: Date: Both signatures must be signed and the completed form submitted to the State of Arizona, Department of Administration,

Risk Management Section, Insurance Unit, 1818 W. Adams, Phoenix, AZ 85007. An authorized Risk Management

Date

Representative will sign and return to the agency to be maintained in their records.

ADE FORM 601g (MAY 03)

Signature of Risk Management Authorized Signer

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SUBSTITUTE W-9 INSTRUCTION SHEET

Purpose of form. The State of Arizona is required to file information returns with the IRS and provide correct taxpayer identification numbers (TINs) to report taxable income paid. THE STATE WILL ISSUE FORM 1099-MISC BY JANUARY 31ST OF THE YEAR AFTER THE YEAR TAXABLE PAYMENTS OF \$600 OR MORE ARE RECEIVED. FOR MORE INFORMATION CONTACT THE STATE AGENCY FOR WHICH YOU PERFORM SERVICES FOR.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws

You <u>must</u> provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31 % of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payment under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding.

Payments <u>you</u> receive <u>will be subject</u> to backup withholding if:

- 1. You do not furnish your TIN to the requester, **or**
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- **3**. The IRS tells the requester that you furnished an incorrect TIN, **or**
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions** for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you

make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Name and Number To Give the Requester

For	this type of account:	Give name and SSN of:
1.	Individual	The individual
2.	Two or more	The actual owner of the
i	individuals (joint	account or, if combined
	account)	funds, the first individual
		on the account ¹
3.	Custodian account of a	The minor ²
-	minor (Uniform Gift to	
	Minors Act)	
4. a	a. The usual revocable	The grantor-trustee ¹
	savings trust (grantor	
	is also trustee)	
b	o. So-called trust	The actual owner ¹
	account that is not	
	a legal or valid trust	
	under state law	
5.	Sole proprietorship	The owner ³
For	this type of account:	Give name and EIN of:
6.	Sole proprietorship	The owner ³
7.	A valid trust, estate,	Legal entity ⁴
	or pension trust	
8.	Corporate	The corporation
9.	Association, club,	The organization
	religious, charitable,	
	educational, or other	
	tax-exempt	
	organization	
10.	Partnership	The partnership
11.	A broker or registered	The broker or nominee
	nominee	
12.	Account with the Dept.	The public entity
	of Agriculture in the name	
	of a public entity (such as	
	a state or local government,	
	school district, or prison)	
	that receives agricultural	
	nrogram noumanto	
_	program payments	

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also

You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).
 List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name.

Use Substitute Form W-9 if you are a U.S. person (including a <u>resident</u> alien), to give your correct TIN to the requester and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are an exempt payee.

If you are a **foreign person**, IRS requires you use the appropriate form(s) as follows, instead of Form W-9:

- Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United State Tax Withholding
- Form W-8ECI, Certificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively Connected With the Conduct of a Trade or Business in the United States
- Form W-8EXP, Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding
- Form W-8IMY, Certificate of Foreign Intermediary, Foreign Partnership, or Certain U.S. Branches for United States Tax Withholding
- Form 8233, Exemption From Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual.

Note: If a requester gives you a form other than IRS Form W-9 or W-8 to request your TIN, you must use the requester's form if it is substantially similar to the IRS form.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. You must enter your **individual** name as shown on your social security card. You may enter your business trade, or "doing business as" name on the **business name** line.

Other entities. Enter your business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

Part I - Taxpayer Identification Number (TIN)

You <u>must</u> enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

Note: Writing "Applied For" means that you have already applied for a TIN **OR** that you intend to apply for one soon.

Part II-For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate **Instructions for the Requester of Form W-9**.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Enter your correct TIN in Part I, write "Exempt" in Part II, sign and date the form. If you are a nonresident alien or a foreign entity exempt from backup withholding, see page 1 for list of appropriate form(s) to submit.

Part III-Certification

For a joint account, only the person with the TIN in Part I should sign (when required).

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do have to sign the certification.

EXHIBIT 7.1



CERTIFICATE OF INSURANCE

CONTRACT NO.

VENDOR:

ARIZONA DEPARTMENT OF EDUCATION

CONTRACTS MANAGEMENT UNIT 1535 WEST JEFFERSON, Bin 37 PHOENIX, ARIZONA 85007 (602) 542-6537

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE STATE, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS

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BODILY INJURY:			COMPREHENSIVE GI	ENERAL LIABILITY FORM		
PER PERSON	\$		PREMISES OPERATIO	ONS		
EACH OCCURRENCE	\$		CONTRACTUAL			
PROPERTY DAMAGE	\$		INDEPENDENT CONT	TRACTORS		
OR			PRODUCTS/COMPLE	TED OPERATIONS HAZARD		
BODILY INJURY			PERSONAL INJURY			
AND	\$		BROAD FROM PROPI	ERTY DAMAGE		
PROPERTY DAMAGE			EXPLOSION & COLL	APSE (IF APPLICABLE)		
COMBINED			UNDERGROUND HAZ	ZARD (IF APPLICABLE)		
SAME AS ABO	OVE			SIVE AUTO LIABILITY		
NECESSARY IF	<u> </u>		INCLUDING NON	I-OWED (IF APPLICABLE)		
UNDERLYING IS NOT ABOVE MINIMU	M		UMBRE	ELLA LIABILITY		
STATUTORY				COMPENSATION AND		
EACH ACCIDENT	\$		EMPLOY	YER'S LIABILITY		
				OTHER		
STATE OF ARIZONA AND THE ADDITIONAL INSURED AS REC ORDER OR OTHERWISE REQU AVAILABLE TO THE NAMED SOURCES THAT MAY BE AVAIL	QUIRED BY STATUTI ESTED. IT IS AGREE INSURED SHALL I ABLE.	E, CONTRACT, PURCHA ED THAT ANY INSURAN BE PRIMARY OF OTH	SE TO AFFECT THE COV CE TO THE STATE. TH	EED THAT NO POLICY SHALL EXPIRED VERAGE AVAILABLE TO THE STATE WI IIS CERTIFICATE IS NOT VALID UNLF THE INSURANCE COMPANY.	THOUT THIRTY (3	0) DAYS WRITTEN NOTICE
NAME AND AD	DRESS OF CI HOLDER:	ERTIFICATE	DATI	E ISSUED		
				AUTHORIZED REPRES	ENTATIVE	